

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION
ANNUAL REQUIREMENTS FOR
AUCTIONEER SERVICES
FOR LINCOLN POLICE DEPT.
UNCLAIMED/ABANDONED PROPERTY**

DATE: November 22, 2004

CONTRACT PERIOD: Sept. 1, 2004 thru Aug. 31, 2005

CONTRACTOR: Jim Peterson Auction Co.
2208 A st.
Lincoln, NE 68502

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

Company Representative: James L. Peterson
Telephone No.: 402/477-2273
FAX No.: 402/477-2273
E-Mail Address: jim@petersonauctions.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER RENEWAL OF PROPOSAL & SERVICE AGREEMENT

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #70875
Dated: 08/03/04

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EO 60673
41-8148

UNCLAIMED/ABANDONED PROPERTY AUCTIONEER SERVICES AGREEMENT

THIS AGREEMENT, made this 24th day of July, 2000; by and between Jim Peterson, Auctioneer, hereinafter referred to as Auctioneer, and the CITY OF LINCOLN, NEBRASKA, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the Lincoln Police Department has full responsibility to sell at auction unclaimed/abandoned property; and

WHEREAS, because the City's resources are insufficient to conduct such auctions in a timely manner, it is then necessary to secure the services of an auctioneer,

WHEREAS, it is the purpose of this Agreement to provide for the Auctioneer to conduct unclaimed/abandoned property auctions for the Lincoln Police Department.

NOW, THEREFORE, WITNESSETH that:

1. The City agrees to pay Auctioneer 15% Of gross sales plus all advertising costs for providing unclaimed/abandoned property auctioneer services in accordance with the terms and conditions set out below.
2. The term of this agreement shall be for one (1) year, September 1, 2000 thru August 31, 2001, with options to renew on an annual basis thereafter, beginning September 1, 2001.
3. The selling conditions for all auctions are "AS IS - WHERE IS".
4. The following auction services for unclaimed/abandoned property auctions shall be performed by the Auctioneer as essential elements of the contract:
 - 4.1 Advertise the auction in local newspaper, Lincoln Journal/Star, for five (5) consecutive days, beginning ten (10) days before the auction date.
 - 4.2 Register all bidders.
 - 4.2.1 The registration record shall include each bidder's name, address, telephone number and bidder number.
 - 4.2.2 At the end of each auction, a copy of the registration record shall be supplied to the Lincoln Police Department.
 - 4.3 Perform cashing functions.
 - 4.3.1 Provide a 2-part invoice for each lot/item sold for items purchased by each individual bidder.
 - 4.3.2 The Invoice shall include the sales date, successful bidder's name, bidder number, item description, gross selling price and taxes paid.

- 4.4 Collect all auction proceeds including taxes; total all invoices; prepare a final report of auction proceeds; and, within the ten (10) working days after each auction, deliver to the Lincoln Police Department the final report and all auction proceeds, net of expenses, commissions and taxes.
 - 4.4.1 The final report of auction proceedings shall include a statement itemizing all commissions, taxes and advertising expenses; and indicate gross and net totals.
 - 4.4.2 The final report for unclaimed/abandoned vehicle auctions shall be submitted separately from final report for unclaimed/abandoned bicycles and miscellaneous property.
- 4.5 Assume liability and responsibility for:
 - 4.5.1 Unpaid and/or bad checks accepted by Auctioneer in payment for lots/items auctioned.
 - 4.5.2 Remittance of all Nebraska sales and use taxes due for all lots/items auctioned.
5. The following are the rights and responsibilities of the Lincoln Police Department:
 - 5.1 Provide Auction site.
 - 5.2 Provide security personnel.
 - 5.3 Assist Auctioneer in general arranging and movement of lots/items at the auction site prior to auction.
 - 5.4 All sales are subject to the approval of the Lincoln Police Department.
 - 5.4.1 The Lincoln Police Department reserves the right to withdraw from any auction any lot/item prior to the auction date, and to reject any bid at auction.
 - 5.4.2 Any bid item that is rejected by the Lincoln Police Department will not be included in gross sales.
6. Auctioneer shall provide public liability insurance in the amount of \$500,000.00 and automobile liability insurance in the amount of \$500,000.00 combined single limit.
 - 6.1 Such insurance shall name the City of Lincoln as "additional insured" as pertains to the performance of auctioneer services for the term of the agreement.
 - 6.2 The policy shall insure the city from any and all demands, claims, causes of action at law or in equity resulting from the performance of auctioneer services.
 - 6.3 Auctioneer shall provide Worker's Compensation Insurance for any employees of the Auctioneer who perform any work under the terms of the Agreement.
7. Auctioneer shall not discriminate against any employee applicant for employment because of race, color religion, sex, national origin, ancestry, disability, age or marital status; and shall comply with the provisions of the City's Affirmative Action Policy.
8. It is the express intent of the parties to this agreement that the Auctioneer, Auctioneer's employees, or any persons acting on behalf of the Auctioneer shall be deemed to be an independent contractor, and not employees of the City.

9. Auctioneer shall not accept or offer gifts or anything of value, nor enter into any business arrangements with any employee or official of the City with regard to the performance of this Agreement; and no employee or official of the City shall have personal financial interest in this Agreement.
10. The laws of the State of Nebraska shall govern the rights, obligations and remedies of the parties hereto.
11. The terms and conditions of this agreement may be reviewed periodically as either party desires; and any modifications to the original Agreement must be properly documented as an attachment to the original Agreement.
12. The Auctioneer shall not sell, assign, transfer or convey any interest in this Agreement, in whole or in part, without prior written consent of the City.
13. Either party hereto may cancel this agreement upon sixty (60) calendar days written notice.

Dated this 31 day of ~~AUGUST~~ JULY, 2000.

ATTEST

CITY OF LINCOLN, NEBRASKA

Jean E. Ross, Deputy
City Clerk

Don Waeby
Mayor

CONTRACTOR:

BY:

Jim Peterson, Auctioneer
Company Name

James L. Peterson
Signature

2208 "A" Street
Address

JAMES L. PETERSON - OWNER
Printed Name and Title

Lincoln, Nebraska 68502
City - State - Zip Code

506-58-6778
Federal Employer I.D. Number or
Social Security Number

Pamela Fittje (Seal)
Secretary

